Annexure IV

K/C-4

GOVERNMENTOFKARNATAKA

REQUESTFORPROPOSALS

FORTHECONSULTANCYASSIGNMENT

Strategic support for transition of BBMP to GBA and operationalization of B-SMILE

Executive Engineer (Infra Division-RI)-01
BRUHAT BANGALORE MAHANAGARA PALIKE, N.R. SQUARE, BANGALORE – 560002

Telephone: Email:

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BRUHAT BENGALURU MAHANAGARA PALIKE

No: EE /RI-1/TEND/01 /2025-26

O/o Executive Engineer
Infra Division-RI-1,
N.R Square,
Bengaluru-560 002
Dated: 03/07/2025

Short Term Notification
INVITATION FOR TENDERS (IFT)
(Two Cover System – QCBS Quality cum Cost Based System)
(Through GOK, http://kppp.karnataka.gov.in Portal Only)

1. The Bruhat Bengaluru Mahanagara Palike (BBMP) is looking to engage a reputed consultant for strategic support for transition of BBMP to Greater Bangalore Authority (GBA) as well as for the operationalization of B-SMILE (Bengaluru Smart Infrastructure Limited). This initiative will involve developing institutional frameworks and inter-agency coordination plans, financial management strategy, governance frameworksand transition plan for GBA as well as organization enablement of BSMILE and support on infrastructure projects.

2. Executive Engineer, Infra Division-RI-01, BBMP invites Bids on behalf of the Chief Commissioner, Bruhat Bengaluru Mahanagara Palike for the following services from reputed Consultants who have worked on similar nature of work pertaining to strategic support and organizational enablement. For the above objectives tender is invited" through http://kppp.karnataka.gov.in).

Sl No	Name of Assignment	EMD (Amount in Rupees)	Duration of the Project (In Weeks)
1	Strategic support for transition of BBMP to GBA and operationalization of B-SMILE	Rs.10.00 Lakhs (Through Credit Card, Direct Debit, National Electronic Fund Transfer (NEFT), Over the Counter (OTC)	52 weeks

3. The RFP is open to consulting organizations. The detailed RFP with the Bid document can be downloaded from the http://kppp.karnataka.gov.inportal.

4. Request for Proposal (RFP) Document may be downloaded from the Government of Karnataka KPP Portal. Website. http://kppp.karnataka.gov.in from the date of publication under login for Consultants. After login to Consultants, please scroll down to the right side bottom to see List of Tenders, please click there to find the Details of Letter of Invitation and download copy of the RFP Document. The RFP Document can be downloaded in the Portal as per the prescribed Date and Time published in the Portal. Only interested Consultants who wish to participate shall remit online Transaction Fee for the RFP Document after registering in the Portal. The Transaction Fee is nonrefundable.

5. Proposals must be accompanied by Earnest Money Deposit which should be paid online through KPP portal using any of the following payment modes: Credit Card, Direct Debit, National Electronic Fund Transfer (NEFT), Over the Counter (OTC).

6. Proposals must be electronically submitted (on-line through internet) within the date and time published in KPP portal. Technical Proposals of the RFP Document will be opened at prescribed time and date in the KPP portal, in the presence of the Tenderers who wish to attend at the Office of the Executive Engineer, Infra Division-RI-01, Road Infra Division, Annex Building No.3, Room no 307, N. R. Square, Bengaluru-560002.

7. Pre Bid meeting will be held at the office of the Chief Engineer, Road Infrastructure Office, BBMP, N.R. Square, Bengaluru-560 002 on **10/07/2025** at 16.00 hrs.

8. The last date for submission of completed documents is **16/07/2025** before 16.00 hrs.

9. Date of opening of Technical proposal is **17/07/2025** after 16.05 hrs

10. Date of opening of financial proposal will be after the approval of technical proposal.

EssentialConditions:

1. For details, registration and e-payment visit GOK KPP website http://kppp.karnataka.gov.in or contact KPPP Helpdesk at 080 – 22485867 / 22485927.

2. For those Tenderers whose Technical Bids do not satisfy the Eligibility Criteria as mentioned above, their Financial Bids will not be opened.
3. The Bruhat Bengaluru Mahanagara Palike reserves the right to accept / reject any or all the Tenders without assigning any reasons.
4. Black Listed Consultants / in Govt. / Quasi Govt. / Boards / BBMP etc., are not eligible to quote, if found such Tenders will be rejected.
5. The Tender will remain valid for 90 Days after the Deadline Date for Tender Submission.
6. Further Details regarding work can be obtained from the Office of the Executive Engineer, Road Infra Division – RI-1, Third Floor, Room No.307, Annex Building – 3, BBMP Head Office premises, N.R Square, Bengaluru - 02 till last date of submission.
7. Alltheparticipantsshouldproducealltheoriginaldocumentsforverificat ionwhenevernecessary.
8. Before Opening of the tender all Tenderers shall submit a Certified Copies (Either Certified by Gazette Officer or Notarized by Govt Notary) of required documents which are uploaded in KPPP portal.
9. AnyAmendments/corrigendumtothisnotificationwillbepublishedintheKPPP-portalonly.
10. Conditionaltenderswillnotbeaccepted.

Sd/-
Executive Engineer, Infra Div-RI-1
Bruhat Bengaluru Mahanagara Palike

Copy Submitted to:

1. Personnel section of Hon'ble Administrator, BBMP to bring into the notice of the Hon'ble Administrator.
2. Hon'ble Chief Commissioner, BBMP for kind information.
3. Special Commissioner (Projects)/ Additional Commissioner (Projects)., BBMP
4. Engineer-in-Chief BBMP for kind information.
5. Chief Engineer (Road infrastructure)/ Environment/ Markets/ South/ West/ East/Rajarajeshwari Nagar/ Bommanahalli/ Dasarahalli/ Mahadevapura/ Byatarayanapura Zones/ SWD for kind information.
6. Superintending Engineer (Road Infrastructure)/Rajarajeshwari Nagar/ Bommanahalli/Dasarahalli /Mahadevapura /Byatarayanapura for kind information.
7. The CAO / Chief Auditor for kind information.
8. I.T. Advisor with a Request to publish the same in the BBMP Website.
9. All Executive Engineers with a Request to publish the same in the Notice Boards.
10. Public Relation Officer, BBMP to publish in two leading Newspapers in Kannada and English.

Executive Engineer
Infra Division-RI-1
Bruhat Bengaluru Mahanagara Palike
Bengaluru

DISCLAIMER

ThisRFPis notan agreementand isneither an offer nor invitationby the Clienttotheprospective Applicants or any other person. The purpose of this RFP is to provide interestedparties with information that may be useful tothem in the formulation of theirProposalspursuant to this RFP. This RFP includes statements, which reflect various assumptions andassessmentsarrivedatbytheBBMPinrelationtotheConsultancy.Suchassumptions,assessments and statements do not purport to contain all the information that each Applicantmay require. This RFP may not be appropriate for all persons, and it is not possible for theBBMP, its employees or advisers to consider the objectives, technical expertise and particularneeds ofeach party who reads or uses this RFP.The assumptions,assessments,statementsand information contained in this RFP,may not be complete, accurate, adequateor correct.EachApplicantshould,therefore,conductitsowninvestigationsandanalysisandshouldcheck the accuracy, adequacy, correctness, reliability and completeness of the assumptions,assessmentsandinformationcontainedinthisRFPandobtainindependentadvicefromappropriatesources.

BBMP, its employees, consultants and advisers make no representation or warranty and shallhavenoliabilitytoanypersonincludinganyApplicantunderanylaw,statute,rulesorregulations or tort, principles of restitution or unjust enrichment or otherwise for any loss,damages, cost or expense which may arise from or be incurred or suffered on account ofanything contained in this RFP or otherwise, including the accuracy, adequacy, correctness,reliabilityorcompletenessoftheRFPandanyassessment,assumption,statementorinformation contained therein or deemed to form part of this RFP or arising in any way in thisSelectionProcess.

TheBBMPalsoacceptsnoliabilityofanynaturewhetherresultingfromnegligenceorotherwisehowevercausedarising fromrelianceofanyApplicantuponthestatementscontained in this RFP.The BBMP may in its absolute discretion, but without being under anyobligation to do so, update, amend or supplement the information, assessment or assumptioncontainedinthisRFP.

TheApplicantshallbearallitscostsassociatedwithorrelatingtothepreparationandsubmission of its Proposal including but not limited to preparation, copying, postage, deliveryfees, expenses associated with any demonstrations or presentations which may be required bythe BBMP or any other costs incurred in connection with or relating to its Proposal. All suchcosts and expenses will remain with the Applicant and the BBMP shall not be liable in anymanner whatsoever for thesame or for any other costs or other expenses incurred by anApplicantinpreparationorsubmissionoftheProposal,regardlessoftheconductoroutcomeoftheSelectionProcess

The issue of this RFP does not imply that the BBMP is bound to select an Applicant or toappointtheSelectedApplicant,asthecasemaybe,fortheConsultancyandtheBBMPreservestherighttorejectalloranyoftheProposalswithoutassigninganyreasonswhatsoever.

SECTION1.LETTEROFINVITATION

Bengaluru,
03.07.2025

DearSir/Madam:

1. Bruhat Bengaluru Mahanagara Palike (BBMP) invites Proposals to provide the following Consulting Services: Strategic support for transition of BBMP to GBA and operationalization of B-SMILE. More details on the Services are provided in the attached Termsof Reference.

2. The Consultant will be selected under Quality cum Cost-Based Selection (QCBS)and procedures described in this RFP.

3. TheRFPincludesthefollowingdocuments:

   Section 1 - Letter of Invitation
   Section2-Informationto Consultants
   Section3-TechnicalProposal-StandardForms
   Section 4 - Financial Proposal - Standard Forms
   Section 5 - Terms of Reference
   Section6 -StandardFormof Contract.

6. Please informus, upon receipt:

   - Thatyou received theletter of invitation; and
   - WhetheryouwillsubmitaproposalaloneorinassociationwithotherentityasJointVenturewith joint and several responsibilities.

Yours sincerely,

Executive Engineer -RI-1
BBMP.,N.R.Square.,Bangalore-560002.

SECTION 2. INFORMATION TO CONSULTANTS[1]

1. INTRODUCTION

1.1 The Client named in the "Data Sheet" will select a firm among those listed in the Letter of Invitation, in accordance with the method of selection indicated in the Data Sheet.

1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in theData Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet.The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet.When the Assignment includes several phases, the performance of the consultant under each phase must be to the client's satisfaction before work begins on the next phase.

1.4 The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals.To obtain first-hand information on the Assignment and on the local conditions,consultants are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre- proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference isoptional. The Consultant's representative should contact the officials named in the Data Sheet to arrangefor their visit or to obtain additional information on the pre-proposal conference.Consultants shouldensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5 The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit tothe Client, are not reimbursable as a direct cost of the Assignment;and(ii)theClientisnotboundtoaccept any of the Proposals submitted.

1.7 Government of Karnataka (GOK) expects consultants to provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work,and strictly avoid conflicts with other assignments ortheir own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1 Withoutlimitationonthegeneralityofthisrule,consultantsshallnotbehiredunderthe circumstances set forth below:

(a) A firm which has been engaged by the Client to provide goods or works for a project,and any of their affiliates, shall be disqualified fromproviding consulting services for the same project. Conversely, firms hired to provide consulting services for the preparationor implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

[1] ThisInformationtoConsultantssectionshallnotbemodified.Anynecessarychanges,toaddressspecific project issues, shall be introduced only through the Data Sheet (e.g., by adding new clauses).Likewise, modifications to the standard Form of Contract should be made only by including clauses outlining the Special Conditions and not by introducing changes in the wording of the General Conditions.

(b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

1.7.2 As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account.It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

1.8 It is GOK's policy to require that consultants observe the highest standard of ethics during the execution of such contracts.In pursuance of this policy, the GOK:

(a) defines,forthepurposesofthisprovision,thetermssetforthbelowasfollows:

(i) "corrupt practice" means theoffering,giving,receiving,orsolicitingofanythingofvalue to influence the action of a public official in the selection process or in contractexecution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive GOK of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awardedGOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

(e) will have the right to require that, GOK to inspect consultant's accounts and records relating tothe performance of the contract and to have themaudited by auditors appointed by GOK.

1.9 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub para 1.8 (d).

1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2. CLARIFICATIONANDAMENDMENTOFRFPDOCUMENTS

2.1 Consultants may request a clarification of any item of the RFP document up to the number of daysindicated in the Data Sheet before the Proposal submission date.Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet.The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its owninitiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment.Any amendment shall be issued in writing through addenda.Addenda shall be sent by mail, cable,telex,facsimile,or electronicmailtoallinvitedconsultantsandwillbebindingonthem.TheClient may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATIONOFPROPOSAL

3.1 Consultants are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

TechnicalProposal

3.2 In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail.Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 WhilepreparingtheTechnicalProposal,consultantsmustgiveparticularattentiontothe following:

(i) If a consultant considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultant or entities in a joint venture or sub-consultancy, as appropriate.Consultants may associate with the other consultants invited for this Assignment only with approval of the Client as indicated in the Data Sheet.Consultants must obtain the approval of the client to enter into a Joint Venture with consultants not invited for this assignment.

(ii) For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet.The proposalshall, however, be based on the number of key professional staff-months estimated by the firm.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relation with it.

(iv) Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.

(v) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

(vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet.It is desirable that the firm's personnel have a working knowledge of the Client's official language.

3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

(i) A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature.For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contractamount, and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

(iii) Adescriptionofthemethodologyandwork planforperformingtheassignment(Section 3D).

(iv) The list of the proposed staff team by speciality, the tasks that would be assigned to each staffteam member, and their timing (Section 3E).

(v) CVs recently signed by the proposed key professional staff and the authorized representative submittingtheproposal(Section3F).Key informationshouldincludenumberofyearsworking

forthefirm/entity,anddegreeofresponsibilityheldinvariousassignmentsduringthelastten (10) years.

(vi) Estimates of the total staff effort (professionalandsupportstaff;stafftime)to beprovidedto carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member.(Sections 3E and 3G).

(vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

(viii) AnyadditionalinformationrequestedintheDataSheet.

3.5 TheTechnicalProposalshallnotincludeanyfinancialinformation.

FinancialProposal

3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents.The Financial Proposal should follow Standard Forms (Section 4).

3.7 Consultantsshallexpressthepriceoftheirservicesin IndianRupees.

3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date.During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period.If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extendthe validity of their proposals.

4. SUBMISSION,RECEIPT,ANDOPENINGOFPROPOSALS

4.1 The original Proposal (Technical Proposal and Financial Proposal; see para 1.2) shall be prepared in indelible ink.It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself.Any such corrections must be initialed by the person or persons who sign(s) the Proposals.

4.2 An authorized representative of the Consultant initials all pages of the Proposal.The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.

4.3 For each Proposal, you should prepare the number of copies indicated in the Data Sheet.Each Technical Proposal and Financial Proposal should be marked "**Original**" or "**Copy**" as appropriate.If there are any discrepancies between the original and the copies of the Proposal, the original governs.

4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**Financial Proposal**" and warning: "**Do Not Open with the Technical Proposal.**"Both envelopes shall be placed into an outer envelope and sealed.This outer envelope shall bear the submission address and other information indicated in the Data Sheet and clearly marked, "**DO NOT OPEN,EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE**."

4.5 The completed Technical and Financial Proposal must be delivered at the submission address on or before the time and date stated in the Data Sheet.Any Proposal received after the closing time for submission of proposals shall be returned unopened.

4.6 After the deadline for submission of proposals the Technical Proposal shall be opened immediately by the evaluation committee.The Financial Proposal shall remain sealed and deposited with the Client until all submitted proposals are opened publicly.

5. PROPOSALEVALUATION

General

5.1 From the time the proposals are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet.Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, includingits approval by competent authority is obtained

EvaluationofTechnical Proposals

5.3 The evaluation committee appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria) and point systemspecified in the Data Sheet.Each responsive proposal will be given a technical score (St).A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Eligibility Criteria: The bidder shall fulfill the following criteria to be eligible to participate in the combined technical and financial bidding process.

S. No.	Criteria	Supporting documents to be submitted
1	**Registration:** Consulting Agency Bidder should be an India registered firm/company	Certification of Incorporation
2	**Blacklisting:** Consulting Agency Bidder should not be blacklisted by any Central /State Government / Public Sector Undertaking in India on the proposal due date.	Self- certification to be provided
3	**Financial capacity:** Bidder to be an organization with a minimum turnover of more than INR 500 Cr per annum from consulting business (Excluding IT implementation, forensic services/ internal audit/ risk assessment / tax) from India business in each of the last 3 years excluding current financial year (FY 2021-22, 2022-23, 2023-24)	CA certificate showing revenues for the said three years
4	**Technical capacity:** Bidder should have undertaken at least 2 projects with central/ state Govt. Department/ undertaking related to innovative financing/organization restructuring / organization transformation & scale-up/ financial management strategy/ PPP model/ support in investor/funder outreach/ Program Management for infrastructure projects in India	Supporting documents such as Work Order/ Contract/ Completion Certificate

Eligible project

For the purpose of satisfying the conditions of eligibility, advisory / consultancy projects in the last 07 years with professional fees (excluding taxes) of at least INR 5 Cr. per project in India or with professional fees (excluding taxes) of at least USD 0.5 Mn. per project outside India and excluding project fees from IT implementation, audit / compliance shall be deemed as 'eligible projects.' For the longer-term assignments, pro-rated fees for 12 months shall be considered for evaluation purpose.

Self-Certified Documentary Evidence to be submitted in support of Eligibility

To demonstrate eligibility as well as to be scored against the Technical Criteria related to experience, the bidder needs to submit a copy of the contract / work orders indicating the details of the assignment, client, value of assignment / proportionate value in use of projects / assignment in progress and year of award. The Managing Director or equivalent authorized signatory of the bidder shall self-certify the projects if the firm has done assignments based on Non-Disclosure Agreements and cannot share the contract / work-order. In such cases, the bidder must provide broad details of the assignment for the evaluation committee to ascertain relevance.

Note:

1. For project experience, projectswhicharecompletedor substantially completed (>80% of fees received or time elapsed) will beconsidered.
2. IftheprojectvalueisconfidentialitissufficientfortheBiddertoindicatethat the project value is above the indicated cut-off.
3. JointVenture,Consortiumorsimilarassociationsarenoteligibleforbidding underthis RFP.

The minimum required experience of proposed key professional staff is:

S. No.	Role	Minimum Eligibility Requirement
1	Project Director	• Should have relevant postgraduate professional qualification in Economics, Commerce or Business management • Minimum of 12 years of experience with increasing levels of responsibility • Should have experience of working in Indian public sector (at least 3 eligible projects) • Should have experience of working in Infrastructure sector (at least 3 eligible projects)
2	Infrastructure Expert	• Should have relevant postgraduate professional qualification in Economics, Commerce or Business management • Minimum of 10 years of experience with increasing levels of responsibility • Should have experience of working in Infrastructure PPP projects (atleast 3 eligible projects)
3	Organization restructuring / transformation Expert	• Should have relevant postgraduate professional qualification in Economics, Commerce or Business management • Minimum of 10 years of experience with increasing levels of responsibility

S. No.	Role	Minimum Eligibility Requirement
		• Should have experience of working in Organization restructuring / transformation (atleast 3 eligible projects)
4	Project Lead	• Should have relevant postgraduate professional qualification in Economics, Commerce or Business management • Minimum of 5 years of experience with increasing levels of responsibility • Should have experience of working in either Indian public sector or infrastructure sector (at least 2 eligible projects)

PublicOpeningandEvaluationofFinancialProposals;Ranking

5.4 The minimum technical score required to pass is: 75 Marks

5.5 Financial proposal and combined evaluation:
The Technical Proposal will be evaluated on the basis of the detailed criteria and weightages mentioned above. Only those applicants who score 75 marks or more in absolute terms out of 100 for the technical proposal shall qualify for financial evaluation. For all the eligible candidates with technical marks of at least 75, both technical and financial scores will be normalized.

5.6 Normalization process for technical scores:
The best technical proposal with highest technical score (Tm) will be given a technical score (St) of 100 points. The technical scores (St) of the other Technical Proposals will be determined using the following formula:
[St = 100 x T/Tm, in which St is the technical score, Tm is the highest technical score, and T is the technical score of the bidder under consideration].

5.7 Normalization process for financial scores:
The lowest financial proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:
[Sf = 100 x Fm/F, in which Sf is the financial score, Fm is the lowest price, and F is the price of the proposal (in INR) under consideration]. The financial proposal should be excluding any taxes.

5.8 Combined score:
The combined score shall be based on Quality cum Cost based Selection (QCBS). Proposals will be ranked according to their combined technical (St) and financial (Sf) scores (Combined score = S) using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal). The weights given to the Technical and Financial proposals will be 0.8 and 0.2 respectively: (S=St x 0.8 + Sf x 0.2).

5.9 The assignment would be awarded to the bidder with the highest combined score.

6. NEGOTIATIONS

6.1 Negotiations will be held at the address indicated in the Data Sheet.The aim is to reach agreement on all points and sign a contract.

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference.The Client and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting.The agreed work planand final Terms of Reference will then be incorporated in the "Description of Services" and form part ofthe contract.Special attention will be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.3 Unlessthere are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal.Before contract negotiations, the Client will require assurances that the experts will be actually available.The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment.If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Consultant may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the contract.To complete negotiations the Client and the Consultant will initial the agreed contract.If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

7. AWARDOFCONTRACT

7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation (para 5.3)

7.2 The Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

8. CONFIDENTIALITY

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning Consultant has been notified that it has been awarded the contract.

DATASHEET

Information to Consultants

Clause Reference	
1.1	ThenameoftheClientis: Chief Commissioner., BBMP, N.R.Square, Bangalore Represented By The Executive Engineer., Infra Division-RI-01, BBMP, Bangalore Themethodofselection is:Quality-andCost-BasedSelection (QCBS)
1.2	Atechnical and a Financial Proposals arerequested:Yes Thename,objectivesanddescriptionoftheAssignmentare: Name: Strategic support for transition of BBMP to GBA and operationalization of B-SMILE Description: With Bengaluru experiencing rapid growth and increased demands on infrastructure and service delivery, the establishment of the Greater Bengaluru Authority (GBA) marks a pivotal restructuring aimed at managing urban expansion more effectively. Transitioning Bengaluru Bruhat Mahanagara Palike (BBMP) into the GBA requires clearly defined institutional frameworks, robust governance mechanisms, and streamlined operational processes to ensure enhanced coordination and accountability among various municipal and parastatal bodies. Concurrently, the Bengaluru Smart Infrastructure Limited (B-SMILE) has been instituted as a specialized entity responsible for driving significant capital-intensive infrastructure projects through strategic project development, financing, and execution. The effective setup and operationalization of B-SMILE, equipped with strong organizational structures, financial accountability frameworks, and project management capabilities, will be imperative for the success of these multi-million-dollar infrastructure projects. Against this backdrop, the project "Strategic support for transition of BBMP to GBA and operationalization of B-SMILE" seeks to facilitate Bengaluru's sustainable growth by ensuring seamless institutional transition to the GBA and efficient execution of large-scale infrastructure initiatives through B-SMILE. (Further detailed in Terms of Reference) Objectives: With the ever-increasing demand for infrastructure projects in Bengaluru and the corresponding financing requirements, BBMP plans to onboard a strategic consultant to provide strategic support for its transition to the Greater Bengaluru Authority (GBA) and the operationalization of the B-SMILE. The consultancy will provide strategic and institutional support toBBMP in its transition to the **Greater Bengaluru Authority (GBA)** and in the **operationalization of B-SMILE** as a nodal agency for executing urban infrastructure projects. A core focus will be on **designing the institutional framework and financial management strategy** for the newly formed governance structure, ensuring clarity in roles, resource sharing, and coordination among multiple entities such as the new municipal corporations, BDA, BSWML, and B-SMILE. This includes developing mechanisms for inter-agency coordination, equitable revenue and expenditure sharing, and frameworks for financial delegation and governance.To support the smooth administrative transition, the consultancy will help formulate a **100-day action plan** for the reallocation of roles, manpower, and assets across the new institutional setup. It will also define **governance structures and escalation mechanisms** for seamless operations and decision-making.

For **B-SMILE**, the consultants will conceptualize and implement the organization's structure, including delegation of powers, hiring strategy, governance mechanisms, SOPs, and internal control systems. Capacity-building roadmaps and project monitoring frameworks will be developed to enable B-SMILE to function as a high-impact urban project delivery body.Further, the consultancy will support **B-SMILE'sinfrastructure projects** by advising on project structuring models, bid strategy, and marketing to ensure participation from leading developers. Assistance will also be provided in managing the bidding process, coordinating with technical consultants, supporting financial evaluations, and enabling funding mechanisms.

Ultimately, this engagement aims to establish a **robust, accountable, and future-ready governance and project delivery system** for Greater Bengaluru, while building the institutional capacity required for long-term urban transformation.

.

1.3 The Assignmentis phased:No

1.4 A pre-proposal conference will be held:Yes , on 10-July-2025 at 1600 hrs at CE-RI Office, 4th Floor, Annexure-3, BBMP Head Office, Bengaluru- NR Square

Thename(s),address(es),andtelephone/numbersoftheClient'sOfficial(s)are:

Executive Engineer-RI-1,
BBMP.,BANGALORE-02.

1.5 TheClient will providethe following inputs:

1.7.2 TheClientenvisagestheneedforcontinuityfordownstreamwork:Yes, The duration of engagement of the Consultant shall be for 12 months (52 weeks). This may be further extended by another 12 months for continued implementation support. The extension shall be provided at the discretion of Authority basis the performance of the Consultant and shall be at mutually agreeable terms.

1.11 Theclauseson fraudandcorruption in the contractareSub-Clause 2.7.1of G.C.C.

2.1 Clarificationsmayberequesteduptoonedaypriortopre-proposalconference.

The address for requesting clarifications is:

Executive Engineer RI-1,
BBMP.,BANGALORE-02.

Telex:_____ Facsimile:_____

3.1 Proposalsshould besubmitted in thefollowing language(s):English

3.3 (i) Shortlistedconsultantmayassociatewithothershortlistedconsultant:
No

(ii) The estimated number of key professional staff months required for the assignment is:**52 weeks**

(iii) Theminimumrequiredexperienceofproposedkeyprofessional staff is:

S. No.	Role	Minimum Eligibility Requirement
1	Project Director	• Should have relevant postgraduate professional qualification in Economics, Commerce or Business management • Minimum of 12 years of experience with increasing levels of responsibility • Should have experience of working in Indian public sector (atleast 3 eligible projects) • Should have experience of working in Infrastructure sector (atleast 3 eligible projects)
2	InfrastructureExpert	• Should have relevant postgraduate professional qualification in Economics, Commerce or Business management • Minimum of 10 years of experience with increasing levels of responsibility • Should have experience of working in Infrastructure PPP projects (atleast 3 eligible projects)
3	Organization restructuring / transformation expert	• Should have relevant postgraduate professional qualification in Economics, Commerce or Business management

		• Minimum of 10 years of experience with increasing levels of responsibility • Should have experience of working in organization restructuring / transformation (atleast 3 eligible projects)
4	Project Lead	• Should have relevant postgraduate professional qualification in Economics, Commerce or Business management • Minimum of 5 years of experience with increasing levels of responsibility • Should have experience of working in either Indian public sector or infrastructure sector (at least 2 eligible projects)

(vi) Reportswhicharepartoftheassignmentmustbewritteninthefollowinglanguage: English

3.4 (vii) Training is an important feature of this Assignment:No

(viii) AdditionalInformationintheTechnicalProposal includes:_____

_____

3.10 Proposalsmustremainvalid90daysafterthesubmissiondate
i.e. until: xx_____

4.3 Consultantsmustsubmitanoriginaland_____[*Number*] additional copies of each proposal.

4.4 The proposal submission addressis:
Executive Engineer RI-1,BBMP.,BANGALORE-02

4.5 Proposalsmustbe submittednolater thanthefollowing dateand time:16.07.2025 16:00 hours

5.1 TheaddresstosendinformationtotheClientis:
Executive Engineer
Infra Division-RI-01,BBMP.,BANGALORE-02

5.3 Thenumber of pointsto be givenunder each ofthe evaluation criteria are:

S. No.	Evaluation Parameter	Criteria for Marking	Maximum Marks
A	**Relevant Project Experience**		**20 marks**
A1	**Experience in Infrastructure sector** Eligible projects related to innovative financing/ organization restructuring / organization transformation & scale-up/ / financial management strategy/PPP model/ support in investor/funder outreach/ Program Management for infrastructure projects in India - Project fee (excl. taxes) should be greater than Rs 5 Cr (or $1Mn equiv.). For the longer-term assignments, pro-rated fees for 12 months shall be considered for evaluation purpose. - Projects should have been under implementation/ completed within last 7 years from the date of this RfP - Works related to IT/ audit/ taxation are not eligible	>5 projects: 10 marks 3-5 projects: 5 marks 2-3 projects: 3 marks	10
A2	**Experience in Public Sector in India** Eligible projects undertaken with central/ state Government departments/ undertakings related to formulating strategy for financing / growth/ turnaround/ transformation/ development/ investor outreach/ commercialization/ implementation support - Project fee (excl. taxes) should be greater than Rs 5 Cr. For the longer-term assignments, pro-rated fees for 12 months shall be considered for evaluation purpose. - Projects should have been under implementation/ completed within last 7 years from the date of this RfP	>=10 projects: 10 marks 6-9 projects: 5 marks 3-5 projects: 3 marks	10

	- Works related to IT/ audit/ taxation are not eligible Projects submitted in A1 and A2 shall be considered either in A1 or A2		
B	**Case Studies**		**20 marks**
B1	One detailed case study of an Indian assignment in innovative financing/ organization restructuring / organization transformation & scale-up/ / financial management strategy/PPP model/ support in investor/funder outreach/ Program Management for infrastructure projects in India Assignment value >= INR 5 Crore or $1Mn, undertaken by the firm in last 7 years.	Case study shall be submitted as part of the technical bid. It will be evaluated by the evaluation committee as a part of technical presentation. It shall be evaluated based on scale and size of the program, quality of the recommendations and impact of the program.	10
B2	One detailed case study on Public Sector experience in Karnataka- Assignments undertaken with State Government departments/ undertakings related to formulating strategy for growth/investor outreach/ commercialization/ transformation Assignment value >= INR 5 Crore or $1Mn, undertaken by the firm in last 7 years.		10
C	**Quality of Approach and Methodology**		**40 marks**
C1	Quality of approach and methodology	Quality of the approach and methodology shall be submitted as part of the technical bid and shall be covered in technical presentation Assessment will be based on a) Demonstrated understanding of the objectives- 10 marks b) Initial perspectives on key elements of the deliverables- 10 marks c) Detailed approach & methodology- 20 marks	40

D	Qualification and competence of the core team for the assignment		20 marks
D1	**Project Team** **<u>Key Personnel</u>** Project Director Infrastructure expert Organization restructuring/ transformation expert Project Lead Key Personnel commitment shall be a mix of on-site / on-line. Key Personnel to be available for relevant key meetings In addition, consultant shall deploy on-ground team of dedicated Project Manager and 2 team members	**Project Director – 6 marks** No of eligible projects • < 3 (0 marks) • 3-5 (3 marks) • >5 (6 marks) **Infrastructure expert- 5 marks** No of eligible projects • < 3 (0 marks) • 3-5 (2 marks) • >5 (5 marks) **Organization restructuring / transformation expert – 5 marks** No of eligible projects • < 3 (0 marks) • 3-5 (2 marks) • >5 (5 marks) **Project Lead - 4 marks** No of eligible projects • < 3 (0 marks) • 3-5 (2 marks) • >5 (4 marks)	20

The minimum technical score required to pass is : 75 Points

5.8 Normalization process for technical scores:
The best technical proposal with highest technical score (Tm) will be given a technical score (St) of 100 points. The technical scores (St) of the other Technical Proposals will be determined using the following formula:
[St = 100 x T/Tm, in which St is the technical score, Tm is the highest technical score, and T is the technical score of the bidder under consideration].

Normalization process for financial scores:
The lowest financial proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:
[Sf = 100 x Fm/F, in which Sf is the financial score, Fm is the lowest price, and F is the price of the proposal (in INR) under consideration]. The financial proposal should be excluding any taxes.

Combined score:
The combined score shall be based on Quality cum Cost based Selection (QCBS). Proposals will be ranked according to their combined technical (St) and financial (Sf) scores (Combined score = S) using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal). The weights given to the Technical and Financial proposals will be 0.8 and 0.2 respectively: (S=St x 0.8 + Sf x 0.2).

TheweightsgiventothetechnicalandFinancialProposalsare:
T=0.80 and
P=0.20

6.1 Theaddressfornegotiationsis:
Executive Engineer -RI-1,BBMP.,BANGALORE-02

7.2 The Assignment is expected to commence on 21.07.2025 in Bengaluru

Sincerely,

BBMP

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

3A. Technical Proposal submission form.

3B. Consultant's references.

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing the assignment. 3E.

Team composition and task assignments.

3F. Format of Curriculum Vitae of proposed key professional staff. 3G.

Time schedule for professional personnel.

3H. Activity (work) schedule.

3A.TECHNICALPROPOSALSUBMISSIONFORM

[*Location,Date*]

FROM:(NameofConsultant) TO:(Nameand Addressof Client)

_____ _____

_____ _____

_____ _____

Ladies/Gentlemen:

Subject:Hiring of ConsultancyService for ----------

- ----------TechnicalProposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with yourRequest for Proposal dated [*Date*], and our Proposal.We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [*Date*] we undertake to negotiate on the basis of the proposed staff.Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

WeunderstandyouarenotboundtoacceptanyProposalyoureceive. We

remain,

Yours sincerely,

Authorized Signature:
NameandTitleofSignatory:
NameofConsultant:
Address:

3B.CONSULTANT'SREFERENCES

RelevantServicesCarriedOutintheLastFiveYears That Best Illustrate Qualifications

Usingtheformatbelow,provideinformationoneachreferenceassignmentforwhichyourfirm/entity,either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Project name:
Country:
Duration:
Fees (exact value not required, indicate range):
Project description:

Consultant's Name:_____

3C.

COMMENTSANDSUGGESTIONSOFCONSULTANTSONTHETERMSOFREFERENCEANDONDATA,SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

OntheTermsof Reference:

1.

2.

3.

4.

5.

Onthedata,services,andfacilitiestobeprovidedbythe Client

1.

2.

3.

4.

5.

CONSULTANT'SNAME:

3D.DESCRIPTIONOFTHEMETHODOLOGYANDWORKPLANFOR PERFORMING THE ASSIGNMENT

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Sl. No.	Name	Position	Task
1.			
2.			
3.			
4.			
..			
..			

2. Support Staff

Sl. No.	Name	Position	Task
1.			
2.			
3.			
4.			
..			
..			

3F.FORMATOFCURRICULUMVITAE(CV)FORPROPOSED KEY PROFESSIONAL STAFF

Proposed Position:_____

Name of Consultant:_____

Name of Staff:_____

Profession:_____

Date of Birth:_____

Years with Firm/Entity:_____Nationality:_____

Membership in Professional Societies:_____

_____

Detailed Tasks Assigned:_____

_____

KeyQualifications:

[*Give an outline of staff member's experience and training most pertinent to tasks on assignment.Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations.Use abouthalf a page.*]

_____

Education:

[*Summarizecollege/universityandotherspecializededucationofstaffmember,givingnamesofschools,dates attended, and degrees obtained.Use about one quarter of a page.*]

_____

Project experience:

[Summarize relevant project experience in reverse order of work done (most recent work at top).Useaboutthree-quartersofapage.]

_____

Languages:

[*For each language indicate proficiency: excellent,good, fair, or poor; in speaking, reading, and writing*]

Certification:

I,theundersigned,certifythattothebestofmyknowledgeandbelief,thesedatacorrectlydescribeme,my qualifications, and my experience.

_____Date:_____
[SignatureofstaffmemberandauthorizedrepresentativeoftheConsultant] ***Day/Month/Year***

Full name of staff member:_____
Full name of authorized representative: _____

3H.ACTIVITY(WORK)SCHEDULE

1. Field Investigation and Study Items:

		MonthwiseProgram(inform ofBarChart) ++ *[1st,2nd,etc. aremonths fromthe startof assignment]*											
Sl.No.	ItemofActivity(Work)	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th
	_____												
	_____												
	_____												
	_____												
	_____												

++The Programshould beperiod ofcompletion of assignment.

2. Completion and Submission of Reports

Reports:*	**Timeline (T0 - Start date)**
Inception report (Depicting methodology, timelines, and work-plan of sub-activities in detail)	T0+ 4 weeks
Draft report on GBA Interim Transition Plan	T0+ 10 weeks
Draft report on B-SMILE org enablement and operationalization	T0 + 16 weeks
Final strategy report on GBA and BSMILE	T0 + 22 weeks
Progress Report 1 (status update on implementation & roll-out of initiatives, recommendations, and next steps)	T0 + 28 weeks
Progress Report 2 (status update on implementation & roll-out of initiatives, recommendations, andnext steps)	T0 + 34 weeks
Progress Report 3 (status update on implementation & roll-out of initiatives, recommendations, andnext steps)	T0 + 40 weeks
Progress Report 4 (status update on implementation & roll-out of	T0 + 46 weeks

initiatives,recommendations, andnext steps)	
Final Project Report (Comprehensive report summarizing all proposed initiatives, status of initiatives rolled-out, all notes, benchmarks, proposed recommendations, alternate models and next steps)	T0 + 52 weeks

****ModifyasrequiredfortheAssignment.***

SECTION4.FINANCIALPROPOSAL-STANDARDFORMS

4A. FinancialProposalsubmissionform.

4B. Summary of costs.

4A.FINANCIALPROPOSALSUBMISSIONFORM

[*Location,Date*]

FROM:(NameofConsultant) TO:(Nameand Addressof Client)

_____ _____

_____ _____

Ladies/Gentlemen:

Subject:Hiring of Consultants' Services for ----------

---------- FinancialProposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with yourRequest for Proposal dated [*Date*], and our Proposal (technical and Financial Proposals).Our attached financial proposal is for the sum of [*Amount in words and figures*].

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [*Date*].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal youreceive.

Weremain,

Yours sincerely,

Authorized Signature:
NameandTitleofSignatory:
NameoftheConsultant:
Address:

4B.SUMMARYOFCOSTS

No	Description	Unit	Amount (Rupees)
1	Strategic support for transition of BBMP to GBA and operationalization of B-SMILE	Lump sum	
	GST		
	TOTAL COSTS (Including GST)		

Note:Theceilingcostoftheconsultancyis as shown in the Summary of Costs.Payments will be made as per stipulations of the Special Conditions of Contract.

SECTION 5. TERMS OF REFERENCE

TermsofReferencenormallycontainthefollowing sections:

1. BACKGROUND
2. OBJECTIVES
3. DETAILEDSCOPEOFSERVICES:
4. REPORTS,TIMESCHEDULEANDPAYMENTSCHEDULE
5. SPECIFICRESPONSIBILITIESOFTHECONSULTANT
6. OBLIGATIONSOFTHECLIENT

1. BACKGROUND

With Bengaluru experiencing rapid growth and increased demands on infrastructure and service delivery, the establishment of the Greater Bengaluru Authority (GBA) marks a pivotal restructuring aimed at managing urban expansion more effectively. Transitioning Bengaluru Bruhat Mahanagara Palike (BBMP) into the GBA requires clearly defined institutional frameworks, robust governance mechanisms, and streamlined operational processes to ensure enhanced coordination and accountability among various municipal and parastatal bodies. Concurrently, the Bengaluru Smart Infrastructure Limited (B-SMILE) has been instituted as a specialized entity responsible for driving significant capital-intensive infrastructure projects through strategic project development, financing, and execution. The effective setup and operationalization of B-SMILE, equipped with strong organizational structures, financial accountability frameworks, and project management capabilities, will be imperative for the success of these multi-million-dollar infrastructure projects. Against this backdrop, the project "Strategic support for transition of BBMP to GBA and operationalization of B-SMILE" seeks to facilitate Bengaluru's sustainable growth by ensuring seamless institutional transition to the GBA and efficient execution of large-scale infrastructure initiatives through B-SMILE.

2. OBJECTIVES

The objective of this engagement is to provide end-to-end strategic support to the Bruhat Bengaluru Mahanagara Palike (BBMP) in facilitating its transition into the newly conceptualized Greater Bengaluru Authority (GBA) and in the institutionalization and operationalization of B-SMILE, an urban infrastructure delivery agency. This transformation marks a critical restructuring of urban governance in Bengaluru, aimed at enhancing service delivery, financial management, and project execution capabilities.

As part of the transition to GBA, the consultancy will support in defining a robust institutional and governance framework to ensure seamless coordination among the newly created municipal corporations, B-SMILE, BDA, BSWML, and other key parastatal agencies. This includes clear delineation of roles and responsibilities, mechanisms for inter-agency collaboration, and systems for effective delegation of authority and financial powers. A comprehensive 100-day transition plan will be developed to manage the reallocation of human resources, assets, and operational functions from the erstwhile BBMP to the new entities, minimizing disruption and ensuring continuity of services.

Financial transformation is a key component of this engagement. The consultancy will design a sustainable and equitable financial management strategy for the GBA ecosystem, which will include frameworks for revenue and expenditure sharing, asset and liability management, and implementation guidance for transitioning financial systems. These systems will ensure fiscal accountability, transparency, and operational efficiency across all participating agencies.

In parallel, the consultancy will support the full-scale setup and operational readiness of B-SMILE, including the definition of its institutional structure, staffing strategy, departmental setup, governance model, and internal processes. The team will recommend best-in-class practices for recruitment, capacity building, financial controls, SOPs, and inter-agency coordination protocols, enabling B-SMILE to function as a capable and agile project execution body.

Additionally, the consultancy will assist B-SMILE in structuring, managing, and promoting major infrastructure projects, supporting bid preparation and management, engaging potential developers and investors, evaluating bids, and facilitating funding arrangements including viability gap funding and loan support. A dedicated Project Management Office (PMO) framework will be conceptualized to oversee project timelines, coordinate stakeholders, and institutionalize monitoring systems.

Overall, the objective is to ensure that the transition from BBMP to GBA is executed with institutional clarity, financial management, and governance accountability, while simultaneously equipping B-SMILE to lead the next generation of urban infrastructure development in Bengaluru.

3. SCOPEOFSERVICES

The project duration is of 12 Months, with the following scope of work:

A. <u>Strategic support for Transition Plan of BBMP into GBA</u>

1. Develop an institutional framework and inter-agency coordination plan for the Greater Bengaluru Authority (GBA)

i. Define roles of different entities involved—the newly formed municipal corporations (resulting from the BBMP split), B-SMILE, Bengaluru Solid Waste Management Limited (BSWML), Bengaluru Development Authority (BDA), and other relevant parastatal bodies.
ii. Define coordination mechanisms among these entities, clearly specifying how they will interact, collaborate, and manage interdependencies where operational linkages exist.
iii. Develop an inter-agency coordination framework establishing clear roles, responsibilities, meeting cadence and reporting obligations for effective operational alignment.

2. Develop Financial Management Strategy for Greater Bengaluru Authority (GBA)

i. SupportBBMP and eventually GBA on enhancement of existing revenue streams and asset monetization
ii. Design financial framework for sharing of erstwhile BBMP's revenues among the newly formed municipal bodies.
iii. Create plan for management of other finances including assets, liabilities, expenditures across GBA and the newly formed municipal corporations
iv. Create strategy for financial planning (including revenue and expenditure sharing) between GBA, B-SMILE, zonal corporations, BSWML, BDA, and other relevant parastatal agencies to ensure equitable distribution of resources.
v. Support regarding implementation steps and oversight mechanisms for transitioning financial systems and practices from the current unified structure to the newly created entities

3. Defining framework for governance and delegation of powers among the various entities

i. Assist in designing standardized policies and guidelines for delegation of financial powers within GBA and the newly formed municipal corporations based on best practices from comparable organizations nationwide, ensuring transparency and efficiency in financial management.
ii. Define governance structures within GBA, B-SMILE, zonal corporations, BSWML, BDA, and other relevant parastatal agencies, clearly outlining composition, delegation of authority and financial powers, and decision-making frameworks.
iii. Support in designing framework for issue-resolution, pathways for escalation, and nodal points of contact to manage operational challenges effectively among the entities

4. Support in creating transition plan from erstwhile BBMP to GBA and its newly formed entities

i. Support in creating a 100-day transition plan to enable a smooth transition of roles & responsibilities from erstwhile BBMP to the newly formed entities.
ii. Support in creating the implementation plan for manpower allocation across the constituent entities, in line with the 100-day transition plan.
iii. Support in creating implementation plans for transfer of assets and other resources from the erstwhile BBMP to the newly formed entities

B. Setup and operationalization of B-SMILE

1. B-SMILE organizational enablement

i. Conceptualize the institutional and organizational structure for B-SMILE, including alignment with relevant parastatal agencies.
ii. Define delegation of financial powers based on best practices across similar organizations in the country.
iii. Support in implementation of the institutional structure for B-SMILE, including the formation of key functional departments and the establishment of reporting hierarchies aligned with BBMP/GBA/BDA/other parastatal bodies.
iv. Support in finalizing the manpower hiring plan for key leadership and technical positions and support B-SMILE in recruitment strategy and onboarding processes
v. Recommend a phased capacity-building roadmap for B-SMILE staff covering technical, financial, and managerial competencies required for high-impact urban project delivery.
vi. Design governance mechanisms, including the composition of the three committees envisioned, along with delegation of authority, decision-making protocols, and accountability systems.
vii. Develop standard operating procedures (SOPs), internal control systems, and policy guidelines to govern operations, financial management, and inter-agency coordination.
viii. Create robust project monitoring and evaluation frameworks, including reporting templates, and review protocols to track capex delivery

2. Support B-SMILE's infrastructure projects

i. Support in project structuring models and incorporating market feedback on key projects
ii. Support in finalization of bid documents and marketing of the tender for key projects to ensure wide participation from reputed developers/investors.
iii. Provide bid management support, such as pre-bid meetings and query resolution for strategic & financial points, in coordination with technical / DPR consultants (Technical aspects to be dealt by Technical / DPR Consultant).
iv. Support on the overall bidder evaluation and selection process.
v. Support in funding / loan agreement process to raise funds for VGF/construction support to the developer, as well as for other requirements like land acquisition, etc.
vi. Conceptualize and support to establish a dedicated PMO to oversee coordination with developers, manage timelines, and support in enabling the institutionalization of B-SMILE's project team.

4. DELIVERABLES

The following are the proposed deliverables for the project (52 weeks).

S. No.	Deliverables	Timeline (T0- Start date)
1	**Inception report** (Depicting methodology, timelines, and work-plan of sub-activities in detail)	4 weeks
2	**Draft report on GBA Interim Transition Plan**	10 weeks
3	**Draft report on B-SMILE org enablement and operationalization**	16 weeks
4	**Final strategy report on GBA and BSMILE**	22 weeks
5	**Progress Report 1** (status update on implementation & roll-out of initiatives, recommendations, and next steps)	28 weeks
6	**Progress Report 2** (status update on implementation & roll-out of initiatives, recommendations, and next steps)	34 weeks
7	**Progress Report 3** (status update on implementation & roll-out of initiatives, recommendations, and next steps)	40 weeks
8	**Progress Report 4** (status update on implementation & roll-out of initiatives, recommendations, and next steps)	46 weeks
9	**Final Project Report** (Comprehensive report summarizing all proposed initiatives, status of initiatives rolled-out, all notes, benchmarks, proposed recommendations, alternate models and next steps)	52 weeks

5. TIMEANDPAYMENTSCHEDULE

5.1 Thetotal duration for Strategic Consultancy Services for Strategic support for transition of BBMP to GBA and operationalization of B-SMILE
5.2 The payment shall be made to the consultant as per the payment schedule.
5.3 Time schedule for important Deliverables (the "**Key Dates**") of the ConsultancyandthepaymentschedulelinkedtothespecifiedDeliverablesisgivenbelow:

S. No.	Deliverables	Timeline (T0- Start date)	% Payment
1	**Inception report** (Depicting methodology, timelines, and work-plan of sub-activities in detail)	4 weeks	10%
2	**Draft report on GBA Interim Transition Plan**	10 weeks	10%

3	**Draft report on B-SMILE org enablement and operationalization**	16 weeks	10%
4	**Final strategy report on GBA and BSMILE**	22 weeks	15%
5	**Progress Report 1** (status update on implementation & roll-out of initiatives, recommendations, and next steps)	28 weeks	10%
6	**Progress Report 2** (status update on implementation & roll-out of initiatives, recommendations, and next steps)	34 weeks	10%
7	**Progress Report 3** (status update on implementation & roll-out of initiatives, recommendations, and next steps)	40 weeks	10%
8	**Progress Report 4** (status update on implementation & roll-out of initiatives, recommendations, and next steps)	46 weeks	10%
9	**Final Project Report** (Comprehensive report summarizing all proposed initiatives, status of initiatives rolled-out, all notes, benchmarks, proposed recommendations, alternate models and next steps)	52 weeks	15%

iii MEETINGS

The Authority may review with the Consultant, any or all of the documentsand advice forming part of the Consultancy, in meetings and conferenceswhich will be held in Bangalore at the Authority's office.

iv CONSULTANCYTEAM

TheConsultantshallformamulti-disciplinaryteam(the"**ConsultancyTeam**")forundertakingthisassignment.ThefollowingKeyPersonnelwhoseexperienceandresponsibilitiesarebrieflydescribedhereinwould beconsidered for evaluation of the Technical Proposal.

S. No.	Role	Minimum eligibility requirement
1	Project Director	• Should have relevant postgraduate professional qualification in Economics, Commerce or Business management • Minimum of 12 years of experience with increasing levels of responsibility • Should have experience of working in Indian public sector (atleast 3 eligible projects) • Should have experience of working in Infrastructure sector (atleast 3 eligible projects)
2	Infrastructure Expert	• Should have relevant postgraduate professional qualification in Economics, Commerce or Business management • Minimum of 10 years of experience with increasing levels of responsibility

S. No.	Role	Minimum eligibility requirement
		• Should have experience of working in Infrastructure PPP projects (atleast 3 eligible projects)
3	Organization restructuring / transformation Expert	• Should have relevant postgraduate professional qualification in Economics, Commerce or Business management • Minimum of 10 years of experience with increasing levels of responsibility • Should have experience of working in organization restructuring / transformation (atleast 3 eligible projects)
4	Project Lead	• Should have relevant postgraduate professional qualification in Economics, Commerce or Business management • Minimum of 5 years of experience with increasing levels of responsibility • Should have experience of working in either Indian public sector or infrastructure sector (at least 2 eligible projects)

6. REPORTING

6.1 The Consultant will work closely with the Authority. The Authority might set up atechnical advisory committee (TAC) to enable conduct of this assignment. Adesignated member from of the Authority will be responsible for the overallcoordinationandprojectdevelopment.Hewillplayacoordinatingroleindissemination of the Consultant's outputs, facilitating discussions, and ensuringrequiredreactionsandresponsestotheConsultant

6.2 The contract of the Consultant with BBMP may be transferred to B-SMILE after the first board meeting of B-SMILE is completed and the same has been ratified by the Board of Directors of B-SMILE

6.3 Deleted

6.4 The Consultant will make a presentation on the submitted reports for discussionwith the TAC at a meeting. This will be a working document. The Consultants' work ontheTOR tasks shouldcontinuewhilethereportisunderconsiderationandisbeingdiscussed.

6.5 RegularcommunicationwiththeTACandtheauthorityisrequiredinadditiontoall key communications. This may take the form of telephone/ teleconferencing,emails,faxes,andoccasionalmeetings.

6.6 TheDeliverableswillbesubmittedasperscheduleprovidedinthisRFP.

7. DATAANDSOFTWARETOBEMADEAVAILABLEBYTHEAUTHORITY

TheAuthorityshallprovidetotheConsultantthefollowing:

(a) Accesstoalldepartments/stakeholdersforobtainingrelevantdataorreports.

(b) Acopyoftheearlieravailablereports,policiesetc.,

Available data as may be required by the Consultant will be provided by theAuthority on request. The Nodal Officer designated by the Authority shallfacilitatehandingoverofsuchinformationtotheConsultant.

8. COMPLETIONOFSERVICES

8.1 All the study outputs including primary data shall be compiled, classified andsubmitted by the Consultant to the Authority in soft form apart from the reportsindicatedintheDeliverables(para4).Thestudyoutputsshallremainthepropertyof the Authority and shall not be used for any purpose other than that intendedunder these Terms of Reference without the permission of the Authority. TheConsultancy shall stand completed on acceptance by the Authority of all theDeliverables of the Consultant. The Authority shall issue a certificate to thateffect.

SECTION VI: CONTRACT FOR CONSULTANT'S SERVICES

between

_____

[Name of Client]

and

_____

[Name of Consultants]

Dated :

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I. FORM OF CONTRACT

ThisCONTRACT(hereinaftercalledthe"Contract")ismadethe_____ dayof the month of _____, 200___ , between, on the one hand, _____(hereinaftercalledthe"Client")and,onthe other hand, _____(hereinafter called the "Consultants").

*[*Note:IftheConsultantsconsistofmorethanoneentity,theaboveshouldbepartiallyamendedtoreadas follows*:

"..... (hereinaftercalled the "Client")and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely, _____ and _____(hereinaftercalledthe"Consultants.")"]

WHEREAS

(a) theClienthasrequestedtheConsultantsto providecertain consultingservicesasdefinedin theGeneral Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Consultants, having represented to the Client that they have the required professional skills, and personnelandtechnicalresources,haveagreedtoprovidetheServicesonthetermsandconditionsset forth in this Contract;

NOWTHEREFOREthepartiesheretoherebyagreeasfollows:

1. Thefollowingdocumentsattachedheretoshallbedeemedtoformanintegralpartofthis Contract:

   (a) TheGeneralConditionsofContract(hereinaftercalled"GC");

   (b) TheSpecialConditionsof contract(hereinaftercalled "SC");

   (c) ThefollowingAppendices:

AppendixA:	DescriptionoftheServices	_____
AppendixB:	ReportingRequirements	_____
AppendixC:	KeyPersonneland Sub-consultants	----------
Appendix D:	Servicesand Facilities to beprovided by the Client	_____
AppendixE:	BreakdownofContractPrice	_____
AppendixF:	Formof Guarantee for Advance Payments	_____

[*Note:Ifany ofthese Appendices are notused, the words*"Not Used"*should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.*]

2. ThemutualrightsandobligationsoftheClientandtheConsultantsshallbeassetforthin theContract,in particular:

(a) TheConsultantsshallcarryouttheServicesinaccordancewiththeprovisionsoftheContract; and

(b) theClientshallmakepaymentstotheConsultantsinaccordancewiththeprovisionsofthe Contract.

INWITNESSWHEREOF,thePartieshereto havecaused thisContractto besignedin theirrespectivenamesasof the day and year first above written.

FORANDONBEHALFOF
[NAME OF CLIENT]

By
(Authorized Representative)

FOR AND ON BEHALF OF
[NAME OF CONSULTANT]

By
(Authorized Representative)

[***Note***:*IftheConsultantsconsistofmorethanoneentity,alloftheseentitiesshouldappearassignatories,e.g.,in the following manner*:]

FOR AND ON BEHALF OF EACH
OFTHEMEMBERSOFTHECONSULTANT
S

[NameofMember]

By
(Authorized Representative)

[NameofMember]

By
(AuthorizedRepresentative)

etc.

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unlessthecontextotherwiserequires,thefollowingtermswheneverusedinthisContracthavethe following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) “Effective Date” means the dateon which this Contract comes into force and effect pursuant to Clause GC 2.1

(d) “Contract Price” means the price to be paid for the performance of the Services, in accordancewith Clause 6;

(e) "GC"meanstheseGeneralConditionsofContract;

(f) "Government"meanstheGovernmentofKarnataka;

(g) "Localcurrency" meansIndian Rupees;

(h) "Member", in case the Consultants consist of a jointventureofmorethan oneentity,meansanyof these entities, and "Members" means all of these entities; ‘Member in Charge’ means the entity specified in the SC to act on their behalf in exercising all the Consultants’ rights and obligations towards the Client under this Contract.

(i) "Party"meanstheClientortheConsultants,asthecasemaybe,andPartiesmeansbothofthem;

(j) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and ‘key personnel’ means the personnel referred to in Clause GC4.2 (a)

(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(l) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and

(m) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Servicesin accordance with the provisions of Clauses 3.5 and 4.

(n) ‘Third party” means any person or entity other than the Government, the Client, the Consultants,or aSub-Consultant.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 **Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 **Notices**

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 **Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the locationof a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 **Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed,under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

1.7 **Taxesand Duties**

The Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. **Commencement,Completion, Modification andtermination of Contract**

2.1 **Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 **Commencement of Services**

The Consultants shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 **Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such timeperiod after the Effective Date as is specified in the SC.

2.4 **Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of theServices or of the Contract Price, may only be made by written agreement between the Parties.

2.5 **Force Majeure**

2.5.1 **Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations underthe Contract impossible or so impractical as to be considered impossible under thecircumstances.

2.5.2 **No Breach of Contract**

The failure of a Party to fulfill any ofitsobligationsunderthecontractshallnotbeconsideredto be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 **Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 **Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paidunderthetermsofthisContract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the endof such period.

2.6 **Suspension:**

The Client may by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail toperform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.7 Termination

2.7.1 **By the Client**

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

(a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) iftheConsultants(oranyoftheirMembers)becomeinsolventorbankrupt;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portionof the Services for a period of not less than sixty (60) days; or

(d) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulentpractices in competing for or in executing the Contract.

Forthepurpose ofthis clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

(e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 **By the Consultants**

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through(c) of this Clause 2.7.2:

(a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

(b) Ifthe Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Consultantsmay have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portionof the Services for a period of not less than sixty (60) days.

2.7.3 **Cessationof Rightsand Obligations**

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of thisContract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

(i) suchrightsandobligationsasmayhaveaccruedonthedateof termination or expiration;

(ii) theobligationofconfidentialitysetforthinClauseGC3.3hereof;

(iii) anyrightwhichaPartymayhaveundertheApplicableLaw.

2.7.4 **Cessation of Services**

UponterminationofthisContractbynoticeofeitherPartytotheotherpursuanttoClausesGC 2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.7 andGC 3.8 .

2.7.5 **Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Consultants:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective dateof termination;

(b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. **Obligations of the Consultants:**

3.1 **General**

TheConsultantsshallperformtheServicesandcarryouttheirobligationshereunderwith alldue diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employappropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.

3.2 **Conflict of Interests**

3.2.1 **Consultants Not to Benefit fromCommissions, Discounts, etc.**

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 **Procurement Rules of Funding Agencies**

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of thefunding agencies and shall at all times exercise suchresponsibilityinthebestinterestoftheClient.Anydiscountsorcommissionsobtainedbythe

Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 **Consultants and Affiliates Not toengage in certain Activities**

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 **Prohibition of ConflictingActivities**

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(b) aftertheterminationofthisContract,suchotheractivitiesasmaybespecifiedintheSC.

3.3 **Confidentiality**

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 Deleted

3.5 **Consultants'ActionsRequiringClient'sPriorApproval**

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) enteringintoasubcontractfortheperformanceofanypartoftheServices,itbeingunderstood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii)that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;

(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personneland Sub-consultants"), and

(c) anyotheractionthatmaybespecifiedintheSC.

3.6 **ReportingObligations**

The Consultants shall submit to the Client the reports and documents specified in Appendix B in theform, in the numbers, and within the periods set forth in the said Appendix.

3.7 **Documents Prepared by the Consultants to Be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof.The Consultants may retain a copy of such documents and software.Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 **Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Consultants by the Client or purchased by the Consultants with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by by the Client in writing, shall insure them at the expense ofthe Client in an amount equal to their replacement value.

4. **Consultants' Personnel and Sub-Consultants**

4.1 **Description of Personnel**

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C.The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 **Removal and/or Replacement of Personnel**

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel.If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace anyof the Key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. **Obligationsofthe Client**

5.1 **Assistance and Exemptions**

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.

5.2 **ServicesandFacilities**

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said AppendixD, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i)any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof.

5.3 The contract of the Consultant with the Client, i.e., BBMP may be transferred to B-SMILE after the first board meeting of B-SMILE is completed and the same has been ratified by the Board of Directors of B-SMILE

6. **Payment to the Consultants:**

6.1 **Lump Sum Remuneration**

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation, andthelike,andallothercostsincurredbytheConsultant incarryingouttheServicesdescribedinAppendix A.Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 **Contract Price**

The Contract price is set forth in the SC.

6.3 **Payment for Additional Services**

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.

6.4 **Terms and Conditions of Payment**

Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC.Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultants of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.

6.5 **Interest on Delayed Payments**

If the Client has delayed payments beyond fifteen (15) days after the due date stated in the SC, interest

shall be paid to the Consultants for each day of delay at the rate stated in the SC.

7. **Settlement of Disputes**

7.1 **Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 **Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

8. **Liability of Consultant:**

8.1 In no event will either Party be liable to the other Party for any special, exemplary, incidental, indirect or consequential damages; or for any direct or indirect damages arising from loss of data, profits, or goodwill, whether arising out of contract, tort (including negligence), strict liability or otherwise, resulting from or related to this Contract (whether or not such Party knew of or should have known of the possibility of any such damages);

8.2 Under no circumstances will either Party's aggregate liability to the other for any and all claims, (including third party claims, or any indemnity claim) arising from or in connection with or relating to this Contract, (whether in contract, tort (including negligence), strict liability or otherwise) exceed an amount equal to the Contract Price or Fees paid by Client to Consultants for the applicable Service or Deliverable that gave rise to the claim.

8.3. In respect of either Party, nothing in this Contract limits or excludes such Party's liability for:
(i) personal injury or death suffered by the other Party caused by such Party's negligence;
(ii) fraud; or
(iii) any matter for which it would be illegal for such Party to exclude or to attempt to exclude or limit its liability under applicable law.

III. SPECIAL CONDITIONS OF CONTRACT

Number of Clause *	Amendments of, and Supplements to, Clauses in the General GC Conditions of Contract

[1.1 (h) The Member in Charge is _____].

[1.4.1 The addresses are:

Client :_____
_____
_____

Attention :_____
Telex :_____
Facsimile :_____
E-mail :----------

Consultants :_____
_____
_____

Attention :_____
Telex :_____
Facsimile :_____
E-mail :----------

[Note[1]:Fillinthe blanks]

[1.4.2 Noticeshallbedeemedtobeeffectiveasfollows:

(a) inthecaseofpersonaldeliveryorregisteredmail,ondelivery;

(b) inthecaseoftelexes/e-mail,24hoursfollowingconfirmedtransmission;

(c) inthecaseoftelegrams,24hoursfollowingconfirmedtransmission;and

(d) inthecaseoffacsimiles,24hoursfollowingconfirmedtransmission.] [1.6

The Authorized Representatives are:

Forthe Client : _____

Forthe Consultant : _____

[Note:Fillinthe blanks]

[1.7.1The consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions leviedunder the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

[1.7.2However the Consultancy Services tax payablefor this Consultancy Services shall be paid/ reimbursed by the Client separately.]

[1] *AllNotesshouldbedeletedin theFinalText*

[2.1 ThedateonwhichthisContractshallcomeintoeffectis:

[2.2 Thetimeperiodshallbe…..days*[Note:Fillin30daysoranyotherappropriate]*orsuchothertime period as the parties may agree in writing]

[2.3 The period shall be _____ *[Note* : *Fill in the period, e.g., twenty-four (24) months* or such other period as the parties may agree in writing].

[3.4 Therisks andthe coveragesshallbe:

(1) Third Party motor vehicle liability insurance as required under MotorVehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel, for the period of Consultancy;

(2) Third Party liability insurance, with a minimum coverage for Rs. ..... for the period of Consultancy;

(3) Client's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;

(4) Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and

(5) Insurance against loss of or damage to (i) equipment purchased in whole or in part with fundsprovided under this Contract, (ii) the Consultants' property used in the performance of the Services,and (iii) any documents prepared by the Consultants in the performance of the Services.

[*Note:Fillintheblanksanddeletewhatisnotapplicable*] [3.5

(c)***Note****: Delete where not applicable.*]

The other actions are_____ .]

[3.7 TheConsultantsshallnotusethesedocumentsforpurposesunrelatedtothis Contract without the prior written approval of the Client.]

[5.1 *Note:ListthereanychangesoradditionstoClauseGC5.1Iftherearenosuchchangesoradditions, delete this Clause SC5.1 from the SC.]*

[6.2 The amount of Contractis Rs. _____.

[6.4 The account is :…….]

Paymentsshallbemadeaccordingtothefollowingschedule:

Note *: (a) the following installments are indicative only;(b) if applicable, detail further the nature of the report evidencing performance, as may be required, e.g., submission of study or specific phase of study, survey, drawings, draft bidding documents, etc., as listed in Appendix B,* ***Reporting Requirements****.In the example provided, the bank guarantee for the repayment is released when the payments have reached 50 per cent of the lump sum price, because it is assumed that at that point, the advance has been entirely setoff against the performance of services.*

S. No.	Deliverables	Timeline (T0- Start date)	% Payment
1	**Inception report** depicting methodology, timelines, and work-plan of sub-activities in detail	4 weeks	10%
2	**GBA Interim Transition Plan Report** (including institutional framework and inter-agency coordination plan for GBA)	10 weeks	10%
3	**GBA Transition Plan Report**	16 weeks	10%
4	**B-SMILE Report including plan for operationalization of B-SMILE**	22 weeks	10%
5	**Progress Report 1**	28 weeks	10%
6	**Progress Report 2**	34 weeks	10%
7	**Progress Report 3**	40 weeks	10%
8	**Progress Report 4**	46 weeks	15%
9	**Final Project Report**	52 weeks	15%

[6.5 Payment shall be made within 30 days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within 45 days in the case of the final payment.

The interest rate is 5%[1] per annum

[7.2 Disputes shall be settled by arbitration in accordance with the following provisions.

7.2.1 Selection of Arbitrators:

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appointa sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Engineers India*, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Institution of Engineers India*, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

[1] Modify appropriately.

* Insert President Indian Roads Congress (for roads and bridge works) or any other appropriate Institution (for other type of consultancies)

(c) If, in a dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

7.2.2 RulesofProcedure

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India

7.2.3 SubstituteArbitrators

If for any reason an arbitrator is unable to performhis function, a substitute shall be appointed in the same manner as the original arbitrator.

7.2.4 QualificationsofArbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2.1 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation tothe matter in dispute.

7.2.5 Miscellaneous

In any arbitration proceeding hereunder:

(a) proceedingsshall, unless otherwise agreed by the Parties, be held in Bangalore.

(b) theEnglishlanguageshallbetheofficiallanguageforall purposes

(c) the decision of the sole arbitrator or of a majority of the arbitrators (orof the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IV. APPENDICES

AppendixA:Description of the Services

[GivedetaileddescriptionsoftheServicestobeprovided;datesforcompletionofvarioustasks,placeofperformance for different tasks; specific tasks to be approved by Client, etc.]

Appendix B: Reporting Requirements

[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable".]

AppendixC: Key Personnel and Sub-consultants

[Listunder:C-1Titles[andnames,ifalreadyavailable],detailedjobdescriptionsandminimum qualifications. experience of Key Personnel to be assigned to work].

C-2 ListofapprovedSub-consultants[ifalreadyavailable];same informationwith respectto theirPersonnelasinC-1throughC-2)]

AppendixD: Services and Facilities tobe provided bythe Client

[Listhere under:

F-1 Services,facilities andproperty tobe madeavailable tothe Consultantsby the Client.]

AppendixF:FormofBankGuaranteeforAdvancePayments
(ReferenceSCClause6.4of Contract)
(TobestampedinaccordancewithApplicableStampAct,ifany) Ref:

Bank Guarantee: _____Date:_____

Dear Sir,

In consideration of M/s. _____ (hereinafter referred as the "Client", which expression shall, unless repugnant tothecontextormeaningthereofincludeitsuccessors,administratorsandassigns)havingawardedtoM/s. _____ (hereinafter referred to as the "Consultant" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's ContractAgreementNo._____dated_____ and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at _____ for _____ Contract (hereinafter called the "Contract")
(scope ofwork)
andtheClienthavingagreedtomakeanadvancepaymenttotheConsultantforperformanceoftheaboveContractamountingto _____ (in words and figures) as an advance against Bank Guarantee to be furnished bythe Consultant.

We_____(NameoftheBank)havingitsHeadOfficeat_____ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by theConsultanttotheextentof_____asaforesaidatanytimeupto_____@_____ without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant.Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.we agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to varythe advance or to extend the time for performance of the contract bythe Consultant.The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any other courseor remedy or security available to the Client.The bank shall not be relieved of its obligations under these presents by anyexercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principaldebtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee thatthe Client may have in relation to the Consultant's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to _____ and it shall remain in force upto and including _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 19_____ at _____

WITNESS

_____ _____
(signature) (signature)

_____ _____
(Name) (Name)

_____ _____
(Official Address) Designation(withBankstamp)

Attorney as per Power of
AttorneyNo._____Dated _____

Note: Thebankguaranteeshallbeissuedeitherbyabank(Nationalized/Scheduled)locatedinIndia